



Request for Proposal

SHORT-TERM RESIDENTIAL ASSESSMENT FACILITY

**County of San Bernardino
Human Services System**

**Carol L. Anselmi
Assistant County Administrator**

**Cathy Cimbalo, Director
Department of Children's Services**

**Contract Administration
150 South Lena Road
San Bernardino, CA 92415-0515
(909) 388-0325**

**County of Riverside
Department of Public Social Services**

**Dennis J. Boyle
Director**

**Sharrell Blakely
Assistant Director**

**Contract Administration
10281 Kidd Street
Riverside, CA 92503
(909) 358-3086**

RFP HSS 03-16

TABLE OF CONTENTS

I. INTRODUCTION	4
A. PURPOSE	4
B. MINIMUM PROPOSER REQUIREMENTS	4
C. MANDATORY PROPOSAL CONFERENCE	5
D. CORRESPONDENCE	5
E. PROPOSAL SUBMISSION DEADLINE	5
II. PROPOSAL TIMELINE	5
III. PROPOSAL CONDITIONS	6
A. CONTINGENCIES	6
B. PROPOSAL SUBMISSION	6
C. INCURRED COSTS	6
D. NEGOTIATIONS	6
E. LEVEL OF SERVICE	6
F. FINAL AUTHORITY	6
G. INACCURACIES OR MISREPRESENTATIONS	6
H. MODIFICATIONS	6
IV. PROGRAM REQUIREMENTS	7
A. DEFINITIONS/ABBREVIATIONS	7
B. BACKGROUND	8
C. PROGRAM DESCRIPTION	8
D. REFERENCE DOCUMENTS	10
V. CONTRACT GENERAL REQUIREMENTS	11
A. REPRESENTATION OF THE COUNTY	11
B. CONTRACTOR PRIMARY CONTACT	11
C. CHANGE OF ADDRESS	11
D. CONTRACT ASSIGNABILITY	11
E. SUBCONTRACTING	11
F. CONTRACT AMENDMENTS	11
G. COPYRIGHT	11
H. ATTORNEY FEES	12
I. CONFLICT OF INTEREST	12
J. GRIEVANCE PROCEDURE	12
K. CONFIDENTIALITY	12
L. RECORDS	13
M. INVOICES	13
N. REPORTS	13
O. LICENSES AND PERMITS	13
P. HEALTH AND SAFETY	13
Q. PRO-CHILDREN ACT OF 1994	13
R. ENVIRONMENTAL REGULATIONS	13
S. RECYCLING PAPER PRODUCTS	14
T. AMERICANS WITH DISABILITIES ACT	14
U. NOTIFICATION	14
V. PUBLIC ACCESSIBILITY	14
VI. INDEMNIFICATION AND INSURANCE REQUIREMENTS	14
A. INDEMNIFICATION	14
B. INSURANCE	14

C. ADDITIONAL NAMED INSURED.....	15
D. WAIVER OF SUBROGATION RIGHTS	15
E. POLICIES PRIMARY AND NON-CONTRIBUTORY	15
F. PROOF OF COVERAGE	15
G. INSURANCE REVIEW	15
VII. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM	16
VIII. CIVIL RIGHTS COMPLIANCE	16
IX. FORMER COUNTY OFFICIALS	16
X. RIGHT TO MONITOR AND AUDIT	17
A. RIGHT TO MONITOR.....	17
B. AVAILABILITY OF RECORDS	17
C. ASSISTANCE BY CONTRACTOR	17
D. INDEPENDENT AUDIT PROVISIONS	17
XI. IMPROPER CONSIDERATION	17
XII. DISCLOSURE OF CIVIL AND CRIMINAL PROCEEDINGS	18
XIII. CALIFORNIA PUBLIC RECORDS ACT	19
XIV. PROPOSAL SUBMISSION	19
A. GENERAL.....	19
B. PROPOSAL PRESENTATION.....	20
C. PROPOSAL FORMAT.....	20
XV. PROPOSAL EVALUATION AND SELECTION	25
A. EVALUATION PROCESS.....	25
B. EVALUATION CRITERIA.....	25
C. CONTRACT AWARD	26
D. PROTESTS	26
E. FINAL APPROVAL.....	26

LIST OF ATTACHMENTS

ATTACHMENT A – PROPOSAL CHECKLIST
ATTACHMENT B – AGENCY INFORMATION FORM
ATTACHMENT C – BUDGET SUMMARY

I. INTRODUCTION

A. PURPOSE

The County of San Bernardino Human Services System, Department of Children's Services, and the County of Riverside, Department of Public Social Services, hereinafter referred to as the County or Counties, are seeking proposals from interested and qualified organizations and firms to provide a 24-hour short-term residential facility, for use by both San Bernardino County and Riverside County. The facility and program shall be designed to receive and thoroughly assess children, ages ten (10) or twelve (12) through eighteen (18)***, who require immediate placement, assessment and treatment beyond what can be provided through the foster home system. The expected length of stay will be ninety (90) days or less. Organizations and firms with experience and/or expertise in providing the above services are encouraged to apply.

The contract(s) awarded will be reimbursed at the prevailing Community Care Licensing Rate Classification Level 12 (currently \$5613 per month). The provider selected for this contract will also be encouraged to apply to each County's Department of Behavioral Health (Mental Health) to become certified as a Medi-Cal provider. (However, such status and certification is completely separate and apart from this RFP). San Bernardino and Riverside Counties also plan to assign a limited number of county staff to team with, and offer support to, the provider in the on-going operations of the program.

A contract will be negotiated between the provider, the County of San Bernardino and the County of Riverside. This contract will be for a five-year period from April 1, 2004 through March 31, 2009. The Counties may, but are not obligated to extend the contract for up to two additional five-year periods contingent on the availability of funds and Contractor performance. A mixture of Federal, State and Local foster care dollars have been allocated for these services.

****NOTE: Generally the children served by the program will be between 12 and 18 years of age. Lately, however, each county has increasingly encountered younger children with similar needs. Therefore, we would prefer that the facility be capable of serving children aged 10 and over. (However, that is not a mandatory requirement.)*

B. MINIMUM PROPOSER REQUIREMENTS

Proposers must:

1. Have a representative at the mandatory proposal conference as referenced in Section I, paragraph C, **MANDATORY PROPOSAL CONFERENCE** of the Request for Proposal (RFP).
2. Have a record of satisfactory performance. Proposers who are, or have been, seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Proposer, shall be presumed to be unable to meet this requirement.
3. Maintain adequate files and records and meet statistical reporting requirements in this RFP.
4. Possess the administrative and fiscal capability to provide and manage the proposed services and to ensure successful completion of audit requirements.
5. Meet other presentation and participation requirements listed in this RFP.

6. Be in good standing with Community Care Licensing and be in compliance with Community Care Licensing requirements.
7. Meet program requirements in Section IV.

C. MANDATORY PROPOSAL CONFERENCE

Two mandatory proposal conferences will be held on November 5, 2003. The first will be in Riverside County from 9:00 a.m. to 11:00 a.m. at Department of Social Services, 4060 County Circle Drive, Riverside, CA 92503 and the second will be in San Bernardino County from 2:00 p.m. to 4:00 p.m. at DCS Administrative Resources Division, 825 E. Hospitality Lane, Conference Room B/C, San Bernardino, CA 92415. Proposal conferences are held to give Proposers the opportunity to clarify issues and ask questions that will aid in proposal preparation. **No proposal will be accepted from any Proposer that fails to attend at least one of the mandatory proposal conferences.**

D. CORRESPONDENCE

All correspondence, including proposals, is to be submitted to:

County of San Bernardino Human Services System
ATTENTION: Contracts Unit - Panda Harris
SHORT-TERM RESIDENTIAL ASSESSMENT FACILITY
RFP HSS 03-16
150 South Lena Road
San Bernardino, CA 92415-0515

During the proposal and evaluation process the individual identified above is the sole contact point for any inquiries or information related to this procurement. Only if authorized by this contact may other county staff provide any information. Any violation of this procedure may be grounds for disqualification of the Proposer.

E. PROPOSAL SUBMISSION DEADLINE

All proposals must be received at the address listed in Paragraph D of this Section no later than 4:00 P.M. on December 18, 2003. Facsimile or electronically transmitted proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late proposals will not be considered.

II. PROPOSAL TIMELINE

Mandatory Proposal Conferences (Proposers must attend one conference)	November 5, 2003 - 9:00 - 11:00 a.m. Riverside 2:00 - 4:00 p.m. San Bernardino
Deadline for Submission of Questions	4:00 p.m. – November 12, 2003
Deadline for Receipt of Proposals	4:00 p.m. - December 18, 2003
Tentative Date for Mailing of Award/Denial Letters	January 22, 2004
Deadline for Protests	4:00 p.m. – February 5, 2004
Tentative Start Date for Contract	April 1, 2004

III. PROPOSAL CONDITIONS

A. CONTINGENCIES

This RFP does not commit the Counties to award a contract(s). The Counties reserve the right to accept or reject any or all proposals if the Counties determine it is in the best interest of the Counties to do so. The Counties will notify any Proposer, in writing, if the Counties reject its proposal. Funding for this program is contingent on County, State and Federal funding.

B. PROPOSAL SUBMISSION

To be considered, all proposals must be submitted in the manner set forth in this RFP. **It is the Proposer's responsibility to ensure that its proposal arrives on or before the specified time.** All proposals and materials submitted become the property of the Counties.

C. INCURRED COSTS

This RFP does not commit the Counties to pay any costs incurred in the preparation of a proposal in response to this RFP and the Proposer agrees that all costs incurred in developing its proposal are the Proposer's responsibility.

D. NEGOTIATIONS

The Counties may require potential Contractor(s) to participate in negotiations and to submit revisions to pricing, technical information or other items from their proposal as may result from these negotiations.

E. LEVEL OF SERVICE

The Counties can guarantee no minimum level of service as a result of any contract(s) awarded as a result of this RFP.

F. FINAL AUTHORITY

The final authority to award contract(s) rests with the County of San Bernardino and the County of Riverside Board of Supervisors.

G. INACCURACIES OR MISREPRESENTATIONS

If in the course of the RFP process or in the administration of a resulting contract, the Counties determine that the Proposer has made a material misstatement or misrepresentation, or that materially inaccurate information has been provided to the Counties, the Proposer may be terminated from the RFP process, or in the event a contract has been awarded, the contract may be immediately terminated. In the event of a termination under this provision, the Counties are entitled to pursue any available legal remedies.

H. MODIFICATIONS

The County has the right to issue addenda or amendments to this RFP. The County also reserves the right to terminate this procurement process at any time.

IV. PROGRAM REQUIREMENTS

A. DEFINITIONS/ABBREVIATIONS

ASSESSMENT – Exploration and evaluation of the child's history, strengths, and needs in the following areas: Health; Education; Development; Family; and Social Functioning. Assessments should specifically address the child's medical, educational, psychological, psychiatric, and social needs. Assessment should identify problems and recommend treatment.

CONTRACTOR – The applicant selected to enter into an agreement with the Counties to provide services pursuant to this RFP. The terms Contractor, Vendor and Service Provider are used interchangeably.

DBH – San Bernardino County's Department of Behavioral Health.

DCS – San Bernardino County's Department of Children's Services.

DMH – Riverside County's Department of Mental Health

DPSS – Riverside County's Department of Public Social services

FOSTER FAMILY CARE HOME – County licensed foster homes providing full-time non-medical care and supervision of unrelated children in a family setting in accordance with the provisions of a license or certificate issued by the State Department of Social Services.

HSS – County of San Bernardino Human Services System. Oversees the Human Services System Departments and encourages the growth and development of social programs within the County of San Bernardino.

IMMEDIATE PLACEMENT FACILITY – A facility that will admit a child within two (2) hours of referral receipt (verbal and/or written).

MEDI-CAL PROVIDER - In order to bill for Medi-cal reimbursement a provider must be certified and approved by the local Mental Health Department. The Proposer selected under the terms of this RFP is encouraged to apply to be certified so they can claim Medi-cal reimbursement for treatment and/or services approved by DBH/DMH.

OMB – Office of Management and Budget, the office within the executive branch of the Federal government, which prepares the annual budget, develops the Federal government's fiscal program, oversees administration of the budget and reviews government regulations.

PLACING COUNTY - The County responsible for the placement of a child in the Short-Term Residential Assessment Facility.

RATE CLASSIFICATION LEVEL 12 PLACEMENT – A group home licensed by the California Department of Social Services, Community Care Licensing Division, which provides staff with the proper level of education and experience to meet the Rate Classification point total of a minimum of 360 points. The current funding rate for Rate Classification Level 12 is \$5613 per month, per child.

RFP – Request for Proposal, the document used to solicit a solution or solutions from potential contractors to a specific problem or need. Although cost is important, originality and effectiveness of the proposal, and the background and experience of the Proposer, are evaluated in addition to the proposed cost.

SHELTER CARE HOME – A system of County licensed foster homes that have contracted with the County to provide specialized care for children on a 24-hour emergency basis. Shelter care homes are designed to provide shelter for minors on a short-term basis. The goal is to move children out of shelter care within thirty (30) days.

STRAF – Short-Term Residential Assessment Facility.

B. BACKGROUND

For many years San Bernardino and Riverside Counties have relied on *specialized* foster homes for the immediate placement of children. These homes called “Shelter Care Homes,” receive and care for children on a 24-hour 7-day basis. In the vast majority of cases, children are well served in these family-type settings. However, over recent years each county has identified an increasing number of children who would benefit by a more therapeutic and structured placement setting. This group of children includes those with behavioral, emotional or medical problems that make it difficult to successfully locate and sustain a placement that meets their unique needs.

In order to better serve these children, San Bernardino and Riverside Counties are working on a collaborative effort to develop a short-term residential assessment facility capable of receiving and caring for up to 80 children on a 24-hour, immediate placement basis. The proposed model is for short-term placements, most of which will be 90 days or less. During this period each child’s unique placement and treatment needs will be thoroughly assessed and evaluated. It is anticipated that this focus on assessment will help to prevent or minimize future placement failures.

It is important to note that this is **not being designed as a “receiving home”** that accepts all children entering out-of-home care in the traditional sense of that term. Shelter care and foster care placements will continue to be used for most of the children initially entering the placement system. Indeed, it is anticipated that the majority of the assessment facility placements will be children who are “known” to the child welfare system, but are having problems maintaining a stable placement. Some of these children will be in the process of “failing” their current placement. On occasion, however, it will be appropriate to place children who are entering the system for the first time in the Assessment Facility.

Generally the children served by the program will be between 12 and 18 years of age. However, as noted previously, each county has increasingly encountered younger children with similar needs. Therefore, we would prefer that the facility be capable of serving children aged 10 and over. (However, that is not a mandatory requirement.)

C. PROGRAM DESCRIPTION

Program Objective

San Bernardino and Riverside Counties share a philosophy to protect endangered children, preserve and strengthen families, and when needed, provide alternate family settings. In support of this philosophy, some children need a short-term placement that provides thorough, individualized assessment and treatment services in order to identify an appropriate placement and develop a comprehensive treatment plan. The Counties expect that a thorough psychosocial assessment will help to minimize or prevent further placement failures.

Program and Facility Requirements

All submitted proposals should address **each** of the items below and how the item will be provided.

Proposer(s) shall provide:

1. A facility that is located in either San Bernardino or Riverside County and is equally accessible to both counties. The facility is to be located within a 10-mile radius of the county borders, and west of Beaumont.
2. A facility that is operational and capable of receiving and serving children 24-hours, 7 days a week, on an immediate placement basis.
3. A facility that meets all building codes and is licensed by the California Department of Social Services, Community Care Licensing Division as a Group Home with a Rate Classification Level 12.
4. Bed capacity and placement priority for up to 80 (40 each) San Bernardino and Riverside County children.
5. A thorough psychosocial assessment and an assessment of the child's placement needs, in writing, for each child within 90 days of placement. Assessments are to include psychological, educational, medical, and psychiatric evaluations by licensed professionals in those respective fields as requested for individual children.
6. Priority for placement will be given to children referred by San Bernardino County and Riverside County. Children referred by other counties will not be admitted without the approval, and first right of refusal of both San Bernardino and Riverside County.
7. A facility capable of serving both male and female children between twelve (12) and eighteen (18) years of age. *(As noted previously, the counties would prefer that the minimum age is ten (10), but it's recognized that some qualified bidders may not be able to meet that request.)*
8. A facility capable of separating children by age and sex.
9. Monitoring and dispensing of medications.
10. A nursing station and the provision of routine medical, health and nursing services for all children.
11. Nursing services for children with chronic health problems (to be defined and agreed upon by the provider and the Counties.)
12. Access to nursing services on a 24-hour basis.
13. A facility capable of, and a plan for, isolating children suffering from contagious diseases.
14. Transportation to scheduled appointments.
15. An educational program in collaboration with the County Superintendent of Schools or the local public education agency.
16. A recreational program that meets or exceeds Community Care Licensing Regulations.
17. Adequate: (Meets or exceeds Community Care Licensing Regulations.)

Parking;
Education facilities;

Sports and recreation facilities;
Office space/meeting and interview rooms/staff quarters/public entry area/visitation area;
and
Private room(s) where DCS staff/child, and child/family interaction can be monitored by a therapist.

18. Storage areas for:

Children's property;
Supplies;
Sports and recreational equipment;
Maintenance supplies and equipment; and
Large items (rollaway beds, gardening equipment, etc.)

19. San Bernardino and Riverside Counties are to be charged identical amounts for the same services (i.e. nursing, assessments, etc.)

20. Placement will generally be for 90 days or less.

21. Provide appropriate discharge planning.

22. Provide appropriate bathroom facilities to maximize functionality and safety.

23. Provide appropriate building designed and structured to maximize staff's ability to observe the children.

24. Demonstrate an ability to become a certified provider of Medi-Cal services in connection with both counties departments of behavioral/mental health.

D. REFERENCE DOCUMENTS

The following documents are hereby incorporated by reference into this solicitation and any resulting Contract(s). The Counties have copies of the following materials available for review:

1. Welfare and Institutions Code 827 and 10850;
2. California Department of Social Services Manual of Policies and Procedures 19-000 and 23-600;
3. Penal Code Section 11105.3;
4. Office of Management and Budget (OMB) Circulars;
5. California Code of Regulations, Licensing of Community Care Facilities, Title 22, Division 6, Chapters 1 and 5;
6. List of Rate Classification Levels;
7. Patient's Rights Brochure; and
8. San Bernardino and Riverside County Grievance Procedures.

Copies of these materials are available for review by appointment only Monday - Thursday, 8:00 a.m. - 4:00 p.m., at the Human Services System Contracts Unit address indicated in Section I, paragraph D, CORRESPONDENCE, of this RFP.

III. CONTRACT GENERAL REQUIREMENTS

A. REPRESENTATION OF THE COUNTY

In the performance of the Contract, the Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of San Bernardino or Riverside County.

B. CONTRACTOR PRIMARY CONTACT

The Contractor shall designate an individual to serve as the primary point of contact for the Contract. The Contractor shall notify the Counties when the primary contact will be unavailable/out of the office for one (1) or more business days. The Contractor or designee must respond to County inquiries within two (2) business days.

C. CHANGE OF ADDRESS

The Contractor shall notify the Counties in writing of any change in mailing address within ten (10) calendar days of the address change.

D. CONTRACT ASSIGNABILITY

Without the prior written consent of the Counties, the Contract is not assignable by the Contractor either in whole or in part.

E. SUBCONTRACTING

The Contractor agrees not to enter into any subcontract agreements for work contemplated under the Contract without first obtaining written approval from the Counties. Any subcontractor shall be subject to the same provisions as the Contractor. The Contractor shall be fully responsible for the performance of any subcontractor.

F. CONTRACT AMENDMENTS

The Contractor agrees any alterations, variations, modifications, or waivers of provisions of the Contract shall be valid only when they have been reduced to writing, duly signed and attached to the original of the Contract and approved by the required persons and organizations.

G. COPYRIGHT

The Counties shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under the Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of the Contract shall acknowledge the Counties as the funding agency and the Contractor as the creator of the publication. No such materials or properties produced in whole or in part under the Contract shall be subject to private use, copyright or patent right by the Contractor in the United States or in any other country without the express written consent of the Counties. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to the Contract must be filed with the Counties prior to publication. The Contractor shall receive written permission from the Counties prior to publication of said training materials.

H. ATTORNEY FEES

The Contractor agrees to bear its own attorneys' fees and costs regardless of who prevails in the event of a contractual dispute and not charge such fees as an expense under the Contract.

I. CONFLICT OF INTEREST

The Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the Counties. The Contractor shall make a reasonable effort to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties.

Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and State law. In the event that the Counties determine that a conflict of interest situation exists, the Counties may disallow any increase in costs associated with the conflict of interest situation and such conflict may constitute grounds for termination of the Contract.

This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

J. GRIEVANCE PROCEDURE

The Contractor shall ensure that its staff is familiar with the San Bernardino and Riverside County's grievance procedure and ensure that any complaints by recipients are referred to the appropriate Placing County in accordance with the procedure.

K. CONFIDENTIALITY

The Contractor shall require its officers, agents, employees, volunteers and any subcontractor to comply with the applicable provisions of Section 10850 and 827 of the Welfare and Institutions (W & I) Code and Division 19-000 of the CDSS MPP; Civil Code Section 56, et seq. (Confidentiality of Medical Information Act); Health and Safety Code Section 120975, et seq.; and Health and Safety Code Section 123100, et seq. to assure that:

- 1) All applications and records concerning any individual made or kept by any public officer or agency or contractor in connection with the administration of any provision of the W & I Code relating to any forms of public social services for which funds are received by the Contractor under the Contract, will be confidential and will not be open to examination for any purpose not directly connected with the administration, performance, compliance, monitoring or auditing of such services.
- 2) No person will publish or disclose, or use or permit, or cause to be published or disclosed or used, any confidential information pertaining to any applicant or recipient of services under the Contract.
- 3) The Contractor agrees to inform all subcontractors, consultants, employees, agents, and partners of the above provisions and that any person knowingly and/or intentionally violating the provisions of this article is guilty of a misdemeanor.

L. RECORDS

The Contractor shall maintain all records and management books pertaining to local service delivery, demonstrate accountability for contract performance, and maintain all fiscal, statistical, and management books and records pertaining to the program. Said records shall be kept and maintained within the County of San Bernardino or Riverside for a period of not less than (3) three years.

Records, should include, but are not limited to progress reports and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles (GAAP) and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted, and for termination of the Contract.

M. INVOICES

The Contractor shall provide the placing county with an invoice and supporting documentation once a month by the tenth calendar day of each month.

N. REPORTS

The Contractor shall provide the Counties with monthly statistical summary reports in a format approved by the Counties by the tenth calendar day of each month.

O. LICENSES AND PERMITS

The Contractor will ensure that it has all necessary licenses and permits required by the laws of the United States, State of California, the County and all other appropriate governmental agencies, and agree to maintain these licenses and permits in effect for the duration of the Contract. The Contractor will notify the Counties immediately of loss or suspension of any such licenses and permits.

P. HEALTH AND SAFETY

The Contractor shall comply with all applicable local health and safety clearances, including fire clearances, for each site where program services are provided under the terms of the Contract.

Q. PRO-CHILDREN ACT OF 1994

The Contractor will comply with Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994.

R. ENVIRONMENTAL REGULATIONS

EPA Regulations - If the amount available to the Contractor under the Contract exceeds \$100,000, the Contractor shall comply with Section 306 of the Clean Air Act (42 USC 1857 h), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR, Part 15).

State Energy Conservation Clause – The Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 20, Chapter 4, California Code of Regulations).

S. RECYCLING PAPER PRODUCTS

San Bernardino County has adopted a recycled product purchasing standards policy (11-10), which requires Contractors to use recycled paper for proposals and for any printed or photocopied material created as a result of a contract with the County. The policy also requires Contractors to use both sides of the paper sheets for reports submitted to the County whenever practicable.

T. AMERICANS WITH DISABILITIES ACT

The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (ADA).

U. NOTIFICATION

In the event of a problem or potential problem that will impact the quality or quantity of work or the level of performance under the Contract, notification will be made within one (1) business day, in writing and by telephone, to the Counties.

V. PUBLIC ACCESSIBILITY

The Contractor shall ensure that services provided are accessible by public transportation.

IV. INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. INDEMNIFICATION

The Contractor agrees to indemnify, defend and hold harmless San Bernardino and Riverside Counties and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of the Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the Counties on account of any claim therefore, except where such indemnification is prohibited by law.

B. INSURANCE

Without in any way affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the Contract the following types of insurance with limits as shown:

- 1) Workers' Compensation - A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under the Contract.
- 2) Comprehensive General and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage of owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than \$1,000,000. If Proposer provides transportation to one or more clients at

any time, the automobile liability insurance policy shall have combined single limits for bodily injury and property damage of not less than \$2,000,000.

- 3) Errors and Omission Liability Insurance – Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate; or
- 4) Professional Liability – Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.

C. ADDITIONAL NAMED INSURED

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming San Bernardino and Riverside Counties and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

D. WAIVER OF SUBROGATION RIGHTS

Except for the Errors and Omissions Liability and Professional Liability, the Contractor shall require the carriers of the above-required coverage to waive all rights of subrogation against the Counties, its officers, employees, agents, volunteers, contractors, and subcontractors.

E. POLICIES PRIMARY AND NON-CONTRIBUTORY

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the Counties.

F. PROOF OF COVERAGE

The Contractor shall immediately furnish certificates of insurance to the Counties' Departments administering the Contract evidencing the insurance coverage, including endorsements required above, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) calendar days written notice to the Counties, and the Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of the Contract, the Contractor shall furnish certified copies of the policies and all endorsements to the Counties.

G. INSURANCE REVIEW

The above insurance requirements are subject to periodic review by the Counties. Each County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Contract and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to the Contract. The Proposer agrees to execute any such amendment within thirty (30) calendar days of receipt.

Both San Bernardino and Riverside Counties must agree to any changes in types of insurance coverage or coverage limits.

V. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

The Proposer agrees to comply with the provisions of the Equal Employment Opportunity Program of San Bernardino and Riverside County and rules and regulations adopted pursuant thereto: Executive Order 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964 (and Division 21 of the CDSS MPP and W & I Code, Section 10000 et. seq.), the California Fair Employment and Housing Act, and other applicable Federal, State, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

The Proposer shall not discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, sex, sexual orientation, marital status, age, political affiliation or disability. Information on the above rules and regulations may be obtained from the County Contract Administration office indicated in Section 1, paragraph D, CORRESPONDENCE, of this RFP.

VIII. CIVIL RIGHTS COMPLIANCE

The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with County HSS Contract Administration office within (30) thirty calendar days of awarding of the Contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, the County will supply a sample of the Plan format. The Contractor will be monitored by the County for compliance with provisions of its Civil Rights Plan.

IX. FORMER COUNTY OFFICIALS

The Proposer shall provide information on former County of San Bernardino or Riverside County administrative officials (as defined below) who are employed by or represent its business. The information provided must include a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information provided shall also include the employment or representative capacity and the dates these individuals began employment with, or representation of, the business. For purposes of this section, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit of the County of San Bernardino or the County of Riverside.

Failure to provide this information may result in the proposal received in response to this RFP being deemed non-responsive.

X. RIGHT TO MONITOR AND AUDIT

A. RIGHT TO MONITOR

The Counties or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of the Contractor in the delivery of services provided under the Contract. The Contractor shall give full cooperation in any auditing or monitoring conducted.

The Contractor shall cooperate with the County in the implementation, monitoring and evaluation of the Contract and comply with any and all reporting requirements established by the County.

B. AVAILABILITY OF RECORDS

All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by the County, Federal and State representatives for a period of three (3) years after final payment under the Contract or until all pending County, State and Federal audits are completed, whichever is later. Program data shall be retained locally (in either San Bernardino or Riverside County to be determined in the contract) and made available upon request or turned over to the County. If said records are not made available at the scheduled monitoring visit, the Contractor may, at the County's option, be required to reimburse the County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time) and will be deducted from the Proposer's following month's claim for reimbursement.

Records of the Contractor, which do not pertain to the Contract, shall not be subject to audit unless provided for in another Contract.

C. ASSISTANCE BY CONTRACTOR

The Contractor shall provide all reasonable facilities and assistance for the safety and convenience of the County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.

D. INDEPENDENT AUDIT PROVISIONS

The Contractor will hire a licensed Certified Public Accountant (CPA), approved by the Counties, who shall prepare and file with the County, within sixty (60) days after the termination of the Contract, a certified fiscal audit of related expenditures during the term of the Contract and a program compliance audit.

XI. IMPROPER CONSIDERATION

The Proposer shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this RFP.

The County, by written notice, may immediately terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee

or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

Proposers shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from a Proposer. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

XII. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

The County reserves the right to request the information described herein from the vendor selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the vendor. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected vendor also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected vendor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the vendor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected vendor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the vendor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For the purposes of this provision "key employees" includes any individuals providing direct service to the county. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

XIII. CALIFORNIA PUBLIC RECORDS ACT

All information submitted in the proposal or in response to requests for additional information is subject to disclosure under the provisions of the California Public Records Act, Government Code Section 6250 and following. Responses may contain financial or other data which constitutes a trade secret. To protect such data from disclosure, Vendor should specifically identify the pages that contain confidential information by properly marking the applicable pages and inserting the following notice on the front of its response:

NOTICE

The data on pages_____of this Proposal response, identified by an asterisk (*) or marked along the margin with a vertical line, contain information which is trade secrets. We request that such data be used only for the evaluation of our response, but understand that disclosure will be limited to the extent that the County of San Bernardino determines is proper under federal, state, and local law.

The propriety or confidential data shall be readily separable from the Response in order to facilitate eventual public inspection of the non-confidential portion of the Response.

The County assumes no responsibility for disclosure or use of unmarked data for any purpose. In the event disclosure of properly marked data is requested, the Vendor will be advised of the request and may expeditiously submit to the County a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under federal, state and local law. This statement will be used by the County in making its determination as to whether or not disclosure is proper under federal, state and local law. The County will exercise care in applying this confidentiality standard but will not be held liable for any damage or injury which may result from any disclosure that may occur.

XIV. PROPOSAL SUBMISSION

A. GENERAL

Submission of a proposal indicates that the Proposer has read and understands this entire RFP, to include all appendices, attachments, exhibits, schedules, and addendum (if applicable) and agrees that all requirements of this RFP have been satisfied. All interested and qualified Providers are invited to submit a proposal for consideration. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.

Proposals must be received no later than the date and time at the designated location as specified in Section I, paragraph E, PROPOSAL SUBMISSION DEADLINE, of this RFP.

All proposals submitted in response to this RFP become the property of the County.

B. PROPOSAL PRESENTATION

An original, which may be bound, and five (5) unbound copies of the written proposal are required. The original must be clearly marked "Master Copy". If one copy of the proposal is not clearly marked "Master Copy", the Proposal may be rejected. However, the County may at its sole option select, immediately after opening, one copy of the Proposal to be used as the "Master Copy". If discrepancies are found between two or more copies of the Proposal, the Proposal may be rejected. However, if not rejected, the "Master Copy" will provide the basis for resolving such discrepancies.

The package containing the original and five (5) copies must be sealed and marked with the Proposer's name and "**CONFIDENTIAL – SHORT-TERM RESIDENTIAL ASSESSMENT FACILITY RFP HSS 03-16.**"

All proposals must be submitted on 8 1/2" by 11" recycled paper with double sided printing, unless specifically shown to be impracticable, with no less than 1/2" top, bottom, left and right margins. Proposals must be typed or prepared with word processing equipment and double-spaced. Typeface must be no more than 12 characters per inch. Each page, including attachments and exhibits, must be clearly and consecutively numbered at the bottom center of the page.

Use **Attachment A, Proposal Checklist** to assemble your proposal. Arrange pages in the order specified on the checklist. Verify that all components of your proposal are present and complete before submitting.

C. PROPOSAL FORMAT

Response to this RFP must be in the form of a proposal package. Proposals must be submitted in the following sequence and format:

1. **Agency Information Form** – Complete **Attachment B, Agency Information Form** that is included with this RFP. Use the exact legal/official agency name, address, telephone number, and federal identification number, etc. The name of the agency must remain consistent wherever it appears throughout the proposal. If funded, this will be the name and address that will appear on the ensuing contract. Copies of the contract requiring a signature will be sent to the address listed on this form. Provide the appropriate information for the primary contacts within the agency.

2. **Cover Page and Statement of Certification**

Cover Page: Submit a letter, on letterhead stationary, signed by a duly authorized officer, employee, or agent of the organization/firm submitting the proposal that includes the following information:

- a) A statement that the proposal is submitted in response to Request for Proposal SHORT-TERM RESIDENTIAL ASSESSMENT FACILITY RFP HSS 03-16.
- b) A statement indicating which individuals, by name, title, address, and phone number, are authorized to negotiate with the County on behalf of the proposing organization/firm.
- c) A statement certifying that the undersigned, under penalty of perjury, is an agent authorized to submit proposals on behalf of the organization/firm.

Statement of Certification: Submit a letter, on letterhead stationary, signed by a duly authorized officer, employee, or agent of the organization/firm submitting the proposal that includes the following information:

- a) A concise statement of the services proposed and the overall cost to provide the proposed services.
 - b) A statement that the Proposer will provide the services as described in the proposal for a five-year period beginning no later than April 1, 2004 with two five-year renewal options.
 - c) A statement that the offer made in the proposal is firm and binding for 120 days from the date the proposal is opened and recorded.
 - d) A statement that all aspects of the proposal, including cost, have been determined independently, without consultation with any other prospective Proposer or competitor for the purpose of restricting competition.
 - e) A statement that all declarations in the proposal and attachments are true and that this shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy by law.
 - f) A statement that the Proposer agrees that all aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and a contract awarded.
 - g) A statement that the Proposer agrees to provide the County with any other information that the County determines is necessary for an accurate determination of the Proposer's ability to perform services as proposed.
 - h) A statement that the Proposer, if selected, will comply with all applicable rules, laws, and regulations.
3. **Table of Contents** - A complete Table of Contents for the entire proposal with respective page numbers opposite each topic is to be included.
4. **Proposal Description** – Include a detailed description of the proposal being submitted. Completion of this section will communicate the Proposer's capability to address the Counties' needs. Proposals should address, but are not limited to, all items in Section IV, paragraph C, PROGRAM DESCRIPTION, of the RFP, as well as the items below. A page limit is specified for each section. **Any portion of the response that exceeds the required length may be disregarded.** Proposals shall include the following:
- a) Proposal Description (maximum 3 pages): Describe the proposed services and facilities and include any descriptive information that will enable the County to understand the services and facility being proposed. Include a description of the proposed staffing (number and type of staff, level of expertise, and job duties/responsibilities in relation to the proposed services).
 - b) Program Strategies (maximum 6 pages): Describe the specific methodologies, techniques and activities being proposed.
 - I. Include a summary of the Proposer's philosophy regarding the operation of a Short-Term Residential Assessment Facility for children referred by DCS and DPSS. 2 pages
 - II. Describe each type of assessment proposed, reasons for selecting, how it will be administered, and the benefits or strengths. 2 pages
 - III. Describe proposed plan for providing an educational program in collaboration with the County Superintendent of Schools or the local public education agency. 1 page
 - IV. Describe proposed recreational program. 1 page

- c) Facility Description (maximum 4 pages): Provide detailed information on how required and non-required elements will be provided.
- I. Provide a detailed floor plan describing the purpose of all rooms and open areas. (This does not have to be an architectural drawing at this time). 1 page
 - II. Describe appropriateness of facility for the proposed services. 1 page
 - III. Describe how restroom facilities will be designated to maximize functionality and safety. .5 page
 - IV. Describe how the facility is designed and structured to maximize staff's ability to observe the children. 1 page
 - V. Explain how safety issues will be integrated into the facility plan. Include fire, earthquake, and personal safety for children and staff. .5 page
- d) Outcome Measures (maximum 3 pages): Outcome measures are an integral component and shall be included in any proposal submitted. Define goals and identify measurable outcomes that stem from those goals. Successful Proposers will be expected to collect and report data reflecting effectiveness.
- I. Identify specific goals and outcome measures the proposed services would achieve. Identify indicators of success the agency will collect. Indicate how the indicators will be measured to reflect the achievement of the proposed services. 2 pages
 - II. Describe the agency's outcome data collection system and expertise of the staff responsible for collection of the data. If the Proposer has not provided this type of information in the past, explain how it proposes to provide this information if awarded a contract. 1 page
- e) Cultural Sensitivity (maximum 2 pages): San Bernardino and Riverside Counties are diverse Counties with both urban and rural areas and a wide mix of ethnicity. This provides a challenge to agencies attempting to involve themselves at the family and individual levels.
- I. Describe how services will be provided in a culturally sensitive manner. 1 page
 - II. Describe the Proposer's relevant experience, success, and significant barriers encountered in serving the proposed population. 1 page
5. **Statement of Experience** – Include the following in this section of the proposal:
- a) Business name of the Agency and legal entity such as corporation, partnership, etc.
 - b) Number of years the Agency has been in business under the present business name, as well as related prior business names.
 - c) A statement that the Agency has a demonstrated capacity to perform the required services.

- d) Lists of any applicable licenses or permits presently held, and indicate the ability to obtain any additional licenses or permits that may be required.
- e) A statement that the Agency has an organization that is adequately staffed and trained to perform the required services or demonstrate the capability for recruiting such staff. Include an organization chart.
- f) Experience of principal individuals of the Agency's present organization in the areas of financial and management responsibility, including names of principal individuals, current position, or office and the number of years of service experience, including capacity, magnitude and type of work.
- g) With respect to contracts completed during the last five (5) years, which involve similar types of services, show for each such contract:
 - I. Date of completion and duration of each contract.
 - II. Type of service provided.
 - III. Total dollar amount contracted for and amount received.
 - IV. Geographic area served.
 - V. Name and address of agency with which contracted and agency person administering the contract.
 - VI. If none, so state.
- h) If any contract was terminated prior to the original termination date during the last five (5) years, show for each contract:
 - I. Date of termination and duration of each contract.
 - II. Type of service provided.
 - III. Total dollar amount contracted for and amount received.
 - IV. Geographic area served.
 - V. Name and address of agency with which contracted and agency person administering the contract.
 - VI. Reason for termination.
 - VII. If none, so state.
- i) With respect to contracts currently in effect, show the following for each such contract:
 - I. Date due for completion and duration of each contract.
 - II. Type of service provided.
 - III. Total contracted amount.
 - IV. Geographic area served.

- V. Name and address of agency with which contracted and agency person administering the contract.
 - VI. If none, so state.
 - j) Controlling interest in any other firms providing equivalent or similar services. If none, so state.
 - k) Financial interest in other lines of business. If none, so state.
 - l) Pending litigation, involving Proposer or any officers, employees, and/or consultants thereof, in connection with contracts. If none, so state.
 - m) Convictions or adverse court rulings involving fraud and/or related acts of all officers, employees, and/or consultants. If none, so state.
 - n) A statement that the Proposer does not have any commitments or potential commitments that may impact the Proposer's assets, lines of credit, guarantor letters, or ability to perform the Contract.
6. **Assumptions and/or Constraints** – Include any assumptions or constraints in this section of the proposal.
7. **Budget Summary** – The contract awarded will be reimbursed at the stated Rate Classification Level. Submit a budget summary and justification for cost analysis purposes. See Attachment C, Budget Summary, of this RFP, for format.
8. **Subcontractor Information** - If a Proposer plans to subcontract any portion of the service delivery described in its proposal, include a written justification for subcontracting. Attach a statement from each subcontractor, signed by a duly authorized officer, employee, or agent of the organization, that includes the name and address of the organization, type of work to be performed, percentage of the total work of the proposal. Statement must also include that the subcontractor will perform all work as indicated and will comply with all items as indicated herein. This information will be used to determine the potential responsibility of the Proposer. Any subcontract entered into by the Contractor shall be subject to the applicable requirements of CDSS MPP Division 23, Section 604, and the Proposer shall be responsible for performance of the subcontractor.
9. **Audited Financial Statements** - An independent CPA shall prepare the financial statements. If the audit is of a parent firm, the parent firm shall be party to any Contract awarded. Individuals who are personally performing the contracted services and governmental agencies are exempt from this requirement.
- a) In accordance with CDSS MPP Section 23-610(L), submit three (3) annual audited financial statements which are the most recent and complete; the most recent must be completed within the past eighteen (18) months. If the business has been in existence for less than three (3) years, provide the most recent statements.
 - b) In accordance with CDSS MPP Section 23-610(M), submit an un-audited financial statement to cover the period from the last audited statement to present, ending no more than 120 days prior to the date of submission of proposal.
 - c) Although it is in the best interest of the Proposer to submit audited financial statements, a compilation of financial statements will be accepted. Compilations must follow the same provisions as audited financial statements stated in this RFP.

If it is the intention of the Proposer to build or renovate a facility, a letter of credit from a financial institution must be submitted. The letter must confirm adequate financial resources of the Proposer and the exclusivity of the line of credit to San Bernardino or Riverside County.

Submit an agreement to the right of the County, State and federal governments to audit the Proposer's financial and other records.

10. **Insurance** - Submit evidence of ability to insure in the amounts and coverage stated in Section VI, INDEMNIFICATION AND INSURANCE REQUIREMENTS, of this RFP.
11. **Complaint and Grievance Procedures** – Submit a copy of the Agency's established Complaint and Grievance Procedures.
12. **Former County Official Information** – Provide information on former County of San Bernardino or Riverside Administrative Officials (as defined in Section IX, FORMER COUNTY OFFICIALS, of this RFP) who are employed by, or represent the proposing agency. Failure to provide this information may result in the proposal submitted in response to this RFP being deemed non-responsive.

XV. PROPOSAL EVALUATION AND SELECTION

A. EVALUATION PROCESS

All proposals will be subject to a standard review process developed by the Counties. A primary consideration shall be the effectiveness of the agency or organization in the delivery of comparable or related services based on demonstrated performance.

Selection will be based on determination of which proposal will best meet the needs of the Counties and the requirements of this RFP.

B. EVALUATION CRITERIA

1. Initial Review - All proposals will be initially evaluated to determine if they meet the following minimum requirements:
 - a) The proposal must be complete, in the required format, and be in compliance with all the requirements of this RFP. Incomplete proposals will not be considered further.
 - b) Proposers must meet the requirements as stated in Section I, paragraph B, MINIMUM PROPOSER REQUIREMENTS, of this RFP.

Failure to meet all of these requirements may result in a rejected proposal. No proposal shall be rejected, however, if it contains a minor irregularity, defect or variation if the irregularity, defect or variation is considered by the County to be immaterial or inconsequential. In such cases, the Proposer will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect or variation or the County may elect to waive the deficiency and accept the proposal.

2. Evaluation - Proposals meeting the above requirements will be evaluated on the basis of the following criteria:
 - a) Program Services and Strategies
 - Treatment Philosophy

- Assessment Capability
- Ability to Serve Proposed Population

b) Description of Facility

- Site visit, if available
- Appropriateness of Facility

c) Statement of Experience

- Administrative Capacity
- Past experience - references

d) Budget Summary

- Budget Justification
- Cost

C. CONTRACT AWARD

Contract(s) will be awarded based on a competitive selection of proposals received. The contents of the proposal of the successful Proposer will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

D. PROTESTS

Proposers may protest the recommended award, provided the protest is in writing, contains the RFP number, is delivered to the address listed in Section I, paragraph D, CORRESPONDENCE, of this RFP, and submitted within ten (10) calendar days of the date on the notification of intent to award.

Grounds for a protest is that the Counties failed to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments; there has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.; or violation of State or Federal law. **Protests will not be accepted on any other grounds.** In event of a protest, a panel mutually designated by the San Bernardino County Assistant County Administrator - Human Services System, Carol L. Anselmi, or her successor, and Dennis J. Boyle, Director County of Riverside Department of Public Social Services, or his successor, will handle all protests.

The County will consider only those specific issues addressed in the written protest. A written response will be directed to the protesting Proposer within fourteen (14) calendar days of receipt of the protest, advising of the decision with regard to the protest and the basis for the decision.

E. FINAL APPROVAL

Any Contract(s) resulting from this RFP will be awarded by final approval of the San Bernardino and Riverside County Board of Supervisors.

**COUNTY OF SAN BERNARDINO
COUNTY OF RIVERSIDE**

**SHORT-TERM RESIDENTIAL ASSESSMENT FACILITY (RFP HSS 03-16)
April 1, 2004 - March 31, 2009**

PROPOSAL CHECKLIST

Please use this checklist when submitting your proposal package.

- ☐ Agency Information Form (Attachment B)
- ☐ Cover Page and Statement of Certification
- ☐ Table of Contents
- ☐ Proposal Description (maximum 3 pages)
- ☐ Program Strategies (maximum 6 pages)
- ☐ Facility Description (maximum 4 pages)
 - Floor Plan
- ☐ Outcome Measures (maximum 3 pages)
- ☐ Cultural Sensitivity (maximum 2 pages)
- ☐ Statement of Experience
- ☐ Assumptions and/or Constraints
- ☐ Budget Summary
- ☐ Subcontractor Information
 - Subcontractor Statements
- ☐ Financial Statements
 - Letter of Credit, if required
- ☐ Insurance
- ☐ Complaint and Grievance Procedures
- ☐ Former County Official Information

COUNTY OF SAN BERNARDINO
COUNTY OF RIVERSIDE

SHORT-TERM RESIDENTIAL ASSESSMENT FACILITY (RFP HSS 03-16)

April 1, 2004 – March 31, 2009

AGENCY INFORMATION FORM

OFFICIAL AGENCY NAME AND ADDRESS: Complete exactly as it should appear on the Contract.**Agency Name:** _____

Address: _____

City: _____ State: _____ Zip Code: _____

Federal Tax ID # _____ Telephone: _____

PRIMARY CONTACT INFORMATION:**Agency Director Name:** _____

Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ Fax: _____

e-mail Address: _____

Program Contact Name: _____

Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ Fax: _____

e-mail Address: _____

Fiscal Contact Name: _____

Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ Fax: _____

e-mail Address: _____

**COUNTY OF SAN BERNARDINO
COUNTY OF RIVERSIDE**

SHORT-TERM RESIDENTIAL ASSESSMENT FACILITY (RFP HSS 03-16)

April 1, 2004 - March 31, 2009

BUDGET SUMMARY

Budget Period: _____

Agency: _____

A.	Personnel Classifications	Annual Salary	FTE%	Budget Amount
1.	_____	\$ _____	_____	\$ _____
2.	_____	\$ _____	_____	\$ _____
3.	_____	\$ _____	_____	\$ _____
4.	_____	\$ _____	_____	\$ _____
5.	_____	\$ _____	_____	\$ _____
6.	_____	\$ _____	_____	\$ _____
7.	_____	\$ _____	_____	\$ _____
8.	_____	\$ _____	_____	\$ _____
Subtotal Salaries				\$ _____
	Benefits (____%)			\$ _____
Total Salaries and Benefits				\$ _____
B.	Indirect Expenses (____%)			\$ _____
C.	Service and Supplies			
	1. Telephone			\$ _____
	2. Office Supplies			\$ _____
	3. Postage			\$ _____
	4. Printing			\$ _____
	5. Educational Materials			\$ _____
	6. Travel			\$ _____
	7. Other Direct Costs			\$ _____
Total Service and Supplies				\$ _____
D.	Equipment			\$ _____
TOTAL BUDGET				\$ _____

